

ARCHER & GREINER
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By: Jerrold S. Kulback, Esquire

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

THE BRIDGES FINANCIAL GROUP, INC.

Plaintiff,

v.

BEECH HILL COMPANY, INC.; THOMAS
J. ERNST; THE DOROTHY J. VALGENTI
TRUST; DOROTHY J. VALGENTI; MR.
DOROTHY J. VALGENTI; JOANNA
VALGENTI ERNST; THE ESSEX &
SUSSEX CONDOMINIUM ASSOCIATION,
INC.; and MIKE BAMMEL,

Defendants.

Civil Action No. 09-2686

AFFIDAVIT OF AMOUNT DUE AND NON-MILITARY SERVICE

COMMONWEALTH OF VIRGINIA :
: ss.
COUNTY OF PRINCE WILLIAM :

DAVID G. BRIDGES, JR., of full age, being duly sworn upon his oath, deposes and
says:

1. I am the President and Chief Operating Officer of the Plaintiff ("Plaintiff"), in the
above-entitled action and have full knowledge of the matter.

2. On or about December 14, 2007, George Fantini and BMA Investments, LLC (the "Original Lenders") made a loan to Defendants, Beech Hill Company, Inc.¹ and Thomas J. Ernst ("Mr. Ernst") in the original principal amount of \$300,000.00 (the "Loan"), evidenced by a certain Promissory Note (the "Note"), a true and correct copy of which is attached hereto as Exhibit "A."

3. On or about April 14, 2009, the Original Lenders assigned all right, title and interest in and to the Note to Plaintiff. A true and correct copy of the Assignment is attached hereto as Exhibit "B."

4. The Note matured by its terms ninety (90) days from the date of the Note and has not been paid. As a result, the entire outstanding balance of those sums due under the Note is now immediately due and payable by Mr. Ernst to Plaintiff in full as follows:

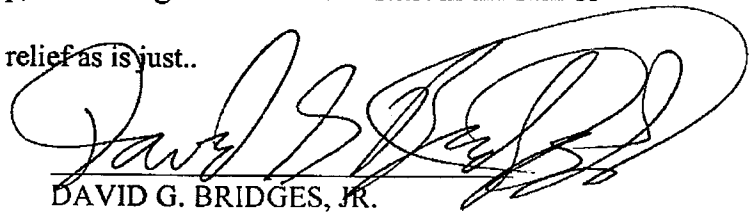
Note Principal Balance	\$210,596.86
Unpaid Accrued Interest through 12/20/10	\$173,289.33
Attorneys Fees and Costs (as of 11/30/10) Allowed Per Note – See, Exhibit "C"	\$45,079.17
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TOTAL DUE AS OF 12/20/10	\$428,965.36

5. On December 10, 2010, Mr. Ernst's answer was stricken with prejudice, and default was entered against him. [D.I. 86].

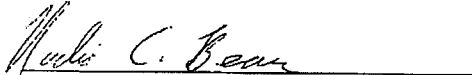
6. To the best of my knowledge, Mr. Ernst is not an infant or incompetent persons within the meaning of Fed.R.Civ.P. 55, or in the military service for purposes of 50 App. U.S.C. §520. See, Exhibit "D."

¹ Default Judgment has already been entered against Defendant Beech Hill Company, Inc. [D.I. 47]

7. Accordingly, it is respectfully requested that judgment by default be entered in favor of Plaintiff, The Bridges Financial Group, Inc. and against Thomas J. Ernst in the sum of \$ 428,965.36, plus costs; and for such other relief as is just..


DAVID G. BRIDGES, JR.

Sworn and subscribed to
before me on this 20th day
of December 2010.


Notary Public

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